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NOTE: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the contract and the certificate.

### CERTIFICATE

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_, who signed this contract on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
(SIGNATURE) (Corporate Seal)

### CONTRACTOR'S STATEMENT OF CONTINGENT OR OTHER FEES

The Contractor represents: (a) that he ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract; and (b) that he ☐ has, ☐ has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the Contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting Officer. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Regulations, Title 44, Secs. 150.7 and 150.5(d), Fed. Reg. Dec. 31, 1952, Vol. 17, No. 253.)

### TERMS AND CONDITIONS

1. **SELLER'S INVOICES** -- Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract number, Order number (if any), Item number; contract description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The Contractor or his authorized representative will sign ONLY the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of a company or corporation the name of the person signing, as well as the capacity in which he signs, must appear. For example: "John Doe Company, by John Smith, Secretary," "Treasurer," or as the case may be.

2. **LABOR INFORMATION** -- Attention is invited to the possibility that wage determinations may have been made under the Walsh-Healey Public Contracts Act providing minimum wages for employees engaged in the manufacture for sale to the Government of the supplies covered by this contract. Information in this connection, as well as general information as to the requirements of the act concerning overtime payment, child labor, safety and health provisions, etc. may be obtained from Wage and Hour and Public Contracts Division, Department of Labor, Washington 25, D. C.

3. **DISCOUNTS**: In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from date correct invoice or voucher (properly certified by the Contractor) is received in the office specified by the Government if the latter date is later than the date of delivery.

4. **SAMPLES**: Samples of items, when required, must be submitted within the time specified and at no expense to the Government. If not destroyed by testing, they will be returned at Contractor's request and expense, unless otherwise specified in the Schedule.

5. **GOVERNMENT-FURNISHED PROPERTY** -- No material, labor, or facilities will be furnished by the Government unless otherwise provided in the Schedule.

6. **AGENTS** -- Contracts signed by an agent must be accompanied by evidence of his authority.

7. **ALTERATIONS** -- Any alterations in this contract made by the Contractor must be initialed by both the Contractor and Contracting Officer.

8. **MISTAKES** -- Contractors are expected to examine the drawings, specifications, circulars, schedule and all instructions pertaining to the supplies or services. Failure to do so will be at the Contractor's risk. In case of mistake in extension of price the unit price will govern.

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**SCHEDULE**  
(SUPPLY CONTRACT)

PAGE NO.	NUMBER OF PAGES OF SCHEDULE
1	3

The supplies or services to be furnished, the specifications, the discounts, the time and place of delivery, and any other special terms and conditions applicable to the Contract, Invitation for Bids, or Request for Proposals (as applicable) are set forth below.

REQUISITION NO. OR OTHER PURCHASE AUTHORITY  
65-16387

CONTRACT/TASK ORDER/INVITATION/REQUEST NO. (as applicable)

SHIP TO (consignee and destination)

Property and Supply Officer (65-16387)  
[redacted]  
Naval Gun Factory  
Washington, D. C.

MAIL INVOICES TO

Office of Finance  
Washington, D. C. 20505

## PERFORMANCE PERIOD/DELIVERY SCHEDULE

AP/3 System installed on or prior to 1 April 1966. Program Documentation and  
Manuals on or prior to 1 June 1966.

DELIVERY F.O.B.

Destination (See Below)

INSPECTION

Destination

FOLLOWING DISCOUNTS WILL BE ALLOWED BY CONTRACTOR, BIDDER OR OFFEROR FOR PROMPT PAYMENT

10 CALENDAR DAYS	PERCENT	20 CALENDAR DAYS	PERCENT	30 CALENDAR DAYS	PERCENT
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ITEM NO.

SUPPLIES OR SERVICES

QUANTITY  
(Number of Units)

UNIT

UNIT PRICE

AMOUNT

1

[redacted] Analytical Plotter, Model AP/3,  
complete with special purpose computer, comparator,  
plotting table, computer programs and manuals  
as proposed in accordance with Contractor's  
Proposal dated February 12, 1965, incorporated  
by reference herein and made a part hereof.

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ea.

INSTALLATION:

The above price includes complete installation and checkout which must be accomplished before final acceptance. In order to facilitate installation, the Contractor shall complete three (3) copies of the form entitled "Installation Engineering" and deliver it to the Technical Representative of the Contracting Officer at least sixty (60) days prior to system delivery. Furthermore, timely notice of actual delivery shall also be extended to the Technical Representative of the Contracting Officer.

BUY AMERICAN ACT (41 U. S. C 10 a-d)

For purpose of the "Act," the equipment ordered under this contract is considered a "domestic source end product" in accordance with Article 5 (a) (iii) (B) cited under Section A of the General Provisions.

TOTAL

NAME OF

(SCHEDULE)

CONTRACT/TASK ORDER NO.

PAGE 2 OF 3 PAGES

DELIVERY F.O.B.:

The AP/3 shall be considered F.O.B. destination from the [ ] to the designated installation location. It is presently planned to arrange for U.S. Government pickup of the plotter portion of the system [ ]

[ ] If the above arrangements are not made, the Contractor shall be reimbursed in accordance with Article 31 cited under Section A of the General Provisions. If U.S. Customs are paid by the Contractor, the contract price will accordingly be increased to cover customs costs.

TAX RECOVERY:

The Contractor agrees that [ ] will take all the action necessary to comply with tax relief agreements between the Italian and United States Governments to insure that proper relief is granted for any foreign taxes paid under this contract.

GENERAL PROVISIONS:

The General Provisions cited on the Contract signature page shall consist of Section(s) A and B, attached hereto and made a part hereof.

NAME

(SCHEDULE)

PAGE OF PAGES

25X

INTERNAL INFORMATION:

Voucher No. 65-16387

Reqn. No. 5500-8745-65 *atd 04085*

Proc. Charge No. 5155-4100

Reqn. Copy Sent to: NPIC

Amount -

Contract No.

Contractor's Mailing Address:

Contracting Officer's Mailing Address:

Central Intelligence Agency  
Washington, D.C. 20505

UNCLASSIFIED - internally and externally

U. S. Government check

NAME

(SCHEDULE)

25X

Requirements for Contractor's Personnel Involved in Work on Agency Premises: (This provision is applicable only where work is performed on Agency premises.)

The Contractor agrees that he will assign only such personnel as have been authorized by the Government's Project Officer to work under this Contract. In this connection, for identification purposes, the Contractor will be required to submit the name, address, place and date of birth of all personnel who would be involved in such installation or maintenance work. Said information will be required not later than twenty (20) days in advance of the scheduled date of such work.

Liability of the Contractor: (This provision is applicable only where work is performed on Agency premises.)

The Contractor agrees that all persons performing the work under this contractual document will maintain a high degree of vigilance and diligence to prevent any damage or injury to the Government property, equipment, or personnel in the vicinity of the work and to the greatest extent possible, avoid any interference with any plant operations that may be in process during the work performed hereunder. Further, the Contractor agrees that it would be his responsibility to see that any Government property or equipment damaged by his employees during the performance of such installation will be restored at his expense and to the satisfaction of the Contracting Officer. The Contractor further agrees to remove at his expense, all litter, refuse, waste, dirt, or debris in connection with such installation and to restore the area to a clean and orderly appearance. This shall include any repairs, repainting, etc., incidental to the said work.